

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

Mark Hurley,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
Arvato Employee Protection Plan, The	§	Civil Action No. 1:13-cv-10561-MLW
Bertelsmann Welfare Benefit Plan, as Plan	§	
Administrator of the Arvato Employee	§	
Protection Plan, and CIGNA Life Insurance	§	
Company of New York, as Insurer/Claims	§	
Administrator,	§	
<i>Defendants.</i>	§	

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**JOINT MOTION FOR REFERENCE OF THE CASE TO ANOTHER JUDICIAL  
OFFICER FOR SETTLEMENT PURPOSES AND FOR A STAY PENDING THE  
OUTCOME OF A SETTLEMENT CONFERENCE**

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Plaintiff Mark Hurley and defendants Arvato Employee Protection Plan, The Bertelsmann Welfare Benefit Plan, and CIGNA Life Insurance Company of New York, by and through their counsel, hereby move that the Court: (a) refer the case to Magistrate Judge Dein for settlement purposes pursuant to Local Rule 16.4; and (b) stay certain deadlines for 90 days so that a settlement conference with Magistrate Judge Dein may be scheduled. In support of their motion, the parties state as follows:

1. Pursuant to the Court's January 14, 2014 Order, defendants have: (a) produced to plaintiff the administrative record; and (b) stated that their position is that the "plan at issue" provides defendants with "discretion in deciding to award benefits or [to] construe the terms of the plan, and, therefore, [that] the arbitrary and capricious standard of judicial review is applicable" and have identified provisions of the plan documents on which they rely in asserting

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ALLOWED. However,  
The case may go to  
a NJ other than NJ  
Dein for mediation.  
Well. DJ  
4/24/14